EXHIBIT 1

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 2 of 26

UNITED WASTE SERVICES, INC. AND SUBSIDARIES	COMMODORE BANK-MILLERS	PORT	
PO BOX 1168	12101 LANCASTER ST		Loan Number 07-17943-01
HEBRON, OH 43025	P 0 B0X 188		Date <u>01-77-2005</u>
	MULERSPORT DH 43046	. % \$	Maturity Date 81-77-2011
- partitions			Loan Amount \$ 92 617 90 Renewal Of
ORROWER'S NAME AND ADDRESS		E AND ADDRESS	
I'des each borrower above, jointly and severally.	You means the lender,	its successors and assigns.	
or value received, I promise to pay to you, or your	order, at your address fister		***
WELVE AND MOLIOD Single Advance: I will receive all of this principal	1 sum on 01-27-2005		Advances are contemplated under this note
3 Multiple Advance: The principal sum shown abo			•
I will receive the amount of \$		d future principal advances a	re contemplated.
Conditions: The conditions for future advance	es are		
			
Open End Credit: You and I agree that I r	may borrow up to the maxi	mum amount of principal me	ore than one time. This feature is subject to
all other conditions and expires on		· · · · · · · · · · · · · · · · · · ·	
Closed End Credit: You and I agree that I	•	•	•
TEREST: I agree to pay interest on the outstanding until 01-28-2005	g principal balance from ()	1-27-2005	at the rate of5.750 % per year
Variable Rate: This rate may then change as sta	sted below,		
(X) Index Rate: The luture rate will be EQUAL T		tollowing index rate: <u>THF BA</u>	SE BATE ON CORPORATE LOANS POSTED BY AT
LEAST 75% OF THE NATION'S 30 LARGEST BANKS KN			
NEAREST 0.125			
No index: The future rate will not be subject the frequency and Timing: The rate on this n	•	•	•
A change in the interest rate will take e			
(X) Limitations: During the term of this loan,			
			p% each <u>BAY</u> .
Effect of Variable Rate: A change in the intere			
The amount of each scheduled payment v	will change.	The amount of the final pa	nyment will Change.
CCRUAL METHOD: Interest will be calculated on a	ACTUAL/365	bas	ts.
OST MATURITY RATE: I agree to pay interest on to	he unpaid balance of this n	ote owing after maturity, an	d until paid in full, as stated below:
an the same fixed or variable rate basis in	effect before maturity (as	indicated above).	
at a rate equal to 18,00 PER CENT	10 days afte	e it is due 1 agree to pay a li	ate charge of 5,000% OF THE LATE AMOUNT
, control is a polyment of more more more	bays and		See Charge of Harris III IN THE ANGUMENT
ADDITIONAL CHARGES: In addition to interest,	I agree to pay the followin	g charges which 🛈 are [I are not included in the principal amount
above: \$100.00 APPLICATION FFE. \$12.00 UCC FILIN	VEEE		
AYMENTS: I agree to pay this note as follows: N DEMAND, BUT IF NO DEMAND IS MADE THEN 72 MONTH:	V DAYBEARTS DE 41 EO2 20 DES	WALLES OF THE PROPERTY OF A WILLIAM	CHARLE THE AND AND THE DAVAGET REQUIRED
AY CHANGE	11.41MB119.01.41,302.10.01.0	11111110 UZ-27-2003. TINO X3 W 11	
DOITIONAL TERMS:		•	
			THE TERMS OF THIS NOTE INCLUDING
			received a copy on today's date.
SECURITY: This note is separately secured locument by type and date):	by (describe separate	IN THIS NOTICE "YOU	" MEANS THE BORROWER.
			NING THIS PAPER YOU GIVE UP
	1		TICE AND COURT TRIAL, IF YOU RE A COURT JUDGMENT MAY BE
This section is for your internet use. Failure to list a separate securit greenest will not secure this note.)	ty document does not enean the	TAKEN AGAINST	YOU WITHOUT YOUR PRIOR
greeners was not recure una rose,		USED TO COLLECT F	HE POWERS OF A COURT CAN BE ROM YOU REGARDLESS OF ANY
JRPOSE: The purpose of this loan is PURCHASE POW	FR SCREEN	CLAIMS YOU MAY	HAVE AGAINST THE CREDITOR
		FAILURE ON HIS I	IRNED GOODS, FAULTY GOODS, PART TO COMPLY WITH THE
	i	AGREEMENT, OR ANY	OTHER CAUSE.
		Indian mack element	AUT CEMPEIDADIS O
gnature for Lender	!	UNITED WASTE SERVICES, INC. A	UR POR PORTING 1
n l M .		Mortes Wast	c Dervices, Inc. and
with and I totra	1	SHAWNA L MARTIN	Jubsidaries
THICIA A. NOTEMAN, BRANCH MANAGER		10118	my / Mown
	•		
	· · · · · · · · · · · · · · · · · · ·		
FF DANFORD-PRESIDENT			

NIVERSAL NOTE

DEFINITIONS: As used on page 1, "[X]" mean terms the apply to this loan, "I," "me" or "my" means each Borrower who signs this note this toan. 1." me' or "my' means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and essigns. APPLICABLE LAW: The law of the state of this will govern this note. Any term of this note which is contrary to applicable law will be be used to be a sure of the sure of this note which is contrary to applicable law will be provision of this agreement cannot be enforced according to its in this fact with not affect the enforceability of the remaining reliable committees the provision of this agreement may be made without your express written consent. Time is of the essence in this agreement. COMMISSIONS OR OTHER REMUNERATION: I understail and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

Payments: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full lunless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advance at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

NDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

that the rate on this note will be the same rate you charge on any other toans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page I of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page I) applies, the term "maturity" means the date of the last scheduled payment indicated on page I of this note of the date you accelerate payment on the note, whichever is earlier.

""" E ADVANCE LOANS: If this is a single advance loan, you and I that you will make only one advance of principal. However, you idd other amounts to the principal if you make any payments bedon the "PAYMENTS BY LENDER" paragraph below.

SMULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, then repaying a part of the principal will not entitle me to additional credit.

expect that you will make more than one advance of principal. If this is closed end credit, then repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money oved to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note of the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on any account or other ondersement. Your right of set-off will apply to my interest in the abligation and to any other amounts I could withdraw on any soce request or endorsement. Your right of set-off will apply to my interest my the abligation and to any other amounts I could withdraw on any account or other one of any other amounts I could withdraw on any account or other one of any other amounts I could withdraw on any account or other one of any other amounts I could withdraw on any account or other tax-deferred retirement account.

REAL ESTATE OR RESL SECURITY: If this nois is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the 'Default' and Remedies paragraphs herein.

DEFAULT'S will be in default if any one or more of the following occur:

(IF I fall to make a payment on time or in the amount due; 12] I fail to support instrument, by the 'Default' and property instruct, if required; 13] I fail to pay, of keep any promise on any debt or agreement I have with you; (4) any other creditor or mine attempts to collect any debt I owe him through court proceedings; (5) I die, an declared incompetent, make an assignment for the benefit of creditors, or become insolvent leither because my liabilities exceed my assets or I am unable to pay my debts as they become due; (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal suthority; (9) I change my name or assume an additional name without its or the provise of the p used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; [10] I fail to plant, cuttivate and harvest crops in due season; [11] any loan proceeds are used for a purpose that will contibute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M. REMEDIES: II I am in default on this note you have, but are not limited to, the following remedies:

the tollowing remedies:

e following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off"

of money from you, subject to the terms of the "Set-Off" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on

credit by me

credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default, in addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs texcept where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

quire you to:

11) demand syment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest); or
(3) give notice that amounts due have not been paid (notice of dishonor).

any defenses I have based on suretyship or impairment of

collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note, I will not assign my obligation under this agreement without your prior written approval.

of the note, I will not assign my obligation under this agreement without your prior written approval.

FRNANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by taw, any notice to me shall be given by delivering if or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change io my address. I will give any notice to you by mailing it first class to your address. I will give any notice to you by mailing it first class to your address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

CONFESSION OF JUDGMENT: In addition to your remedies listed herein, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with costs of suit.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S NITTALS Instruction	PRINCIPAL PAYMENTS	FRINCIPAL BALANCE	INTEREST RATE	KALEHEZI SEMEMEZ MALEHEZI	INTEREST PAID THROUGH:
	\$		\$	\$	%	\$	
	\$		\$	\$	96	s	
	\$		\$	\$	%	s	
	\$		\$	\$	%	\$	
	5		\$	\$	%		
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Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 4 of 26

SECUREY 'ARTY NAME AND ADI DEBTOR NAME AND AF 'ESS HINTERD WASTE SERVICES INC. AND SURSIDARIES. --COMMODORE BANK-MILLER-SORT PO BOX 1168 12101 LANCASTER ST HEBRON, OH 43025 P 0 BOX 188 MILLERSPORT, OH 43046 31-4264680 Type: [] individual [] partnership [X] corporation [] State of organization/registration (if applicable) OH [] If checked, refer to addendum for additional Debtors and signatures. COMMERCIAL SECURITY AGREEMENT The date of this Commercial Security Agreement (Agreement) is 01-27-2005 SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) III Debtor [_ (Borrower) owes to Secured Party: Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe): LOAN # 212943 All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances. JECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the foture, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower. PROPERTY DESCRIPTION. The Property is described as follows: Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor. Laventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business. C Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a first is not necessary to create a valid security interest in all of Debtor's equipment. Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper. General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name. Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts. Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations. Covernment Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, leners of emitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program. Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets. Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts. Description: The Property includes, but is not limited by, the following (if required, provide real estate description): CHIEFTON 400 POWER SCREEN SERIAL # 6904Z31 ISE OF PROPERTY. The Property will be used for 🛘 personal 🛈 business 🔾 agricultural 🖂 🔃 SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement. DEBTOR SECURED PARTY YASTE SERVICES, INC. AND SUBSIDARIES COMMODORE BANK-MILLERSPORT PATRICIA A NOTEMAN BRANCH MANAGER

GENERAL PROVISIONS. Bach Debtor's enligations Agreement are independent of the obligation f any of f any or Secured Party may size each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, """ when a signed by Debtor and Secured Party. Whenever used, """ burst includes the singular and the singular includes the plural. Time

it essence.

ICARTE LAW This Agreement is governed by the laws of the same in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be

enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or prior to any change in Debtor's name, address, or state of organization or

WARRANTIES AND REPRESENTATIONS. Debior has the right authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(I) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;

(2) the execution and performance of the terms of this Agreement have

been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order,

(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name, and

(4) Debtor does not and will not use any other name without Secured Party's noisy switner colvection.

10 years and has not used any other trade or fictitious name; and

(4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the adverse indicated on page 1 of this Agreement. Debtor will keep the in good repair and use the Property only for purposes specified 1. Debtor will not use the Property in violation of any law and wears all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chantel paper or instruments.

Property is inversely solo in the frommary country of unsuress at laar market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chantel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party, Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will deliver the account, and any other data pertaining to the accounts as Secured Party sequests.

Party requests.

If the Property includes farm products, Debtor will provide Secured Party If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or brough whom Debtor may sell the farm products. Debtor authorizes secured Party to notify any additional parties regarding Secured Party is necessing Debtor's farm products, unless prohibited by law. Debtor grees to plant, entirely and harvest crops in the season. Debtor will be a default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly croduble land or to the conversion of methand to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M. I Debtor pledges the Property to Secured Party (defivers the Property into be soin or control of Secured Party or a designated third party), fill, upon receipt, deliver any proceeds and products of the to Secured Party. Debtor will provide Secured Party with any societs, documents, financial statements, reports, and other information elating to the Property Debtor receives as the owner of the Property. Perfection Of SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property.

'arty to file a financing statement covering the Property. Debtor will omphy with facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of serfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor == res to keep the Proper red against the risks reasonably associa risks reasonably associate with the Property until the perty is released from this Agreement. Deser will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may apply the insurance proceeds toward the Secured Debts. apply the insurance proceeds toward the Societed Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the caucellation or termination of insurance. If Debtor fails to keep the Property insurance, or fails to provide Secured Party with proof of insurance, Secured Party any obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a bibber rate than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do

anything Secured Party deems reasonably accessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to

Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes kems purchased with the Secured Debts, the Property purchased with the Secured Debts with party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if foam will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

- DEFAULT. Debtor will be in default if:
 (I) Debtor (or Borrower, if not the same) fails to make a payment in full
- Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party; a default occurs under the terms of any instrument or agreement

(3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
(4) anything else happers that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.
REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

 make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
 require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
 enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value

Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;

and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;

(4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts. If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable automeys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any. By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Umiform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc

Exhibit 1 and 2 Page 6 of 26

Not. Disclosure, and Security Agrees, at

Lender ,	Borrower	
COMMODORE BANK-MILLERSPORT	UNITED WASTE SERVICES, INC AND SUBSIDARIES	Loan Number 02-12948-CL
12101 LANCASTER ST	PO BOX 1188	Loan Date 07-23-2805
P 0 BOX 188	HE8RON, OH 43025	Matterity Date 03-01-2015
MILLERSPORT_OH 43046		Loan Amount 76,112,00
	Refer to the attached addendum for additional Borrowers and their signatures.	Renewal of

Truth-in-Lending Disclosures

	···············					
Annual P	ercentage Rate	Finance Charge	Amount financed	Yotal of Payments		
	my credit as a yearty	The dollar amount the credit will	The amount of credit provided to me	The amount I will have paid when I		
rate.	5.537 %	cost me. \$ 21,404,06	or on my behalf. 5 70,012.80	have made att scheduled payments. \$ 91,416.06		
My Paymant	Schedule Will Be:	720,000	370,012.00	L		
Payments	Amount of Payments	When Payments Are	Due	"c" means an estimate.		
119	5 761.82	MONTHLY BEGINNING 04-01-20	905			
1	\$ 759.48	ON 03-01-2015				
	S					
	S					
Domand, 💢 Variable Rat		ature. [] This note is payable on deman	nd and all disclosures are based on an assu	amed maturity of one year.		
My toan o	contains a variable rate leat	ure. Disclosures about the variable rate	feature have been provided to me earlier.			
X The annua	d percentage rate may incr	case during the term of this transaction i	ir			
		•	ON'S 30 LARGEST BANKS KNOWN AS THE V	VALL STREET JOURNAL PRIME RATE		
		CULATION WILL BE ROUNDED TO THE NEAR				
ANY INCREASE	WILL TAKE THE FORM OF A	N INCREASE IN THE AMOUNT OF EACH PAY	MENT AND THE AMOUNT DUE AT MATURIT	Y. IF THE RATE INCREASES BY 1,000%		
			THE AMOUNT DUE AT MATURITY WILL INCH			
			E MORE THAN 2.000% EVERY 1 MONTH. TH			
Prepayment.	If I pay off this note earl	y, I 🗌 may 🛛 will not have to pay :	a penalty.			
(if I pay of	ff this note early, [🗍 ma	y [Y] will not be entitled to a refund of	part of the finance charge.			
X Late Cha	rge. If a payment is late (r	nore than 10 days after due)	I will be charged 5,000% OF THE LATE AM	CUNT		
Security, 1 a	Security. I am giving a security interest in:					
die goods	or property being purcha	scd.				
offarcial [collateral securing other founs with you may also secure this loan.					
(bricl des	(brief description of other property)					
Filing Fees.	Ting Fees. \$ 12.00					
-	surance. S					
	•	centage rate does not take into account t				
			essume the remainder of the obligation on			
	cuments. I can see my co payment refunds and pena		mation about nonpayment, default, any re	equired repayment before the scheduled		

Promissory Note

Promise to Pay. For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$70,112.00 plus interest from 02-73-2005 5,500 % per year until 04-01-2005 Interest accrues on a ACTUALI365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is ____ [X] Variable Rate. The rate above may then change so as always to be EDUAL TO the following index rate: THE BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 75% OF THE NATION'S 30 LARGEST BANKS KNOWN AS THE WALL STREET JOURNAL PRIME RATE. THE RESULT OF THIS CALCULATION WILL BE ROUNDED TO THE NEAREST 0.125 The interest rate may not change more than _______2000 % each on this note will not at any time be more than ______11.500% or less than _____5500%. The interest rate in effect on this note may change (as onen as) LYERY MONTH (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in [X] the amount of each scheduled payment. [X] the amount due at maturity. [] the number of payments.

Payment. I will pay this note as follows:

ON DEMAND, BUT IF NO DEMAND IS MADE THEN 119 MONTHLY PAYMENTS OF \$761.82 BEGINNING 04-01-2005 AND 1 BALLOON PAYMENT OF \$759.48 ON 03-01-2015. THIS IS A VARIABLE RATE LOAN AND THE PAYMENT AMDUNTS MAY CHANGE AFTER THE 1ST PAYMENT AND EVERY PAYMENT THEREAFTER. THE FINAL PAYMENT MAY ALSO CHANGE.

Post-Maturity Interest. Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.
Interest will accrue at the rate of
X Additional Charges. I also agree to pay the following additional
fec(s): A nonrefundable Origination Fee of S (R) An
additional Trefundable Tonorefundable Fee
of \$100.00 . These fees will be [] paid in cash. [] paid pro rata over the loan term. [] withheld from the loan proceeds, (If withheld from the proceeds, the amount is included in the principal sum.)
Returned Payment Fee. I agree to pay a service charge of \$

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 7 of 26

Other Terms.		
	•	
1		_
Itemization of Amount Finan		
Amount given to me directly	5	70,000.00
Amount paid on my (loan) account	\$	
YO LENDER	\$	100.0
Amoum paid to others on my behalf (You may retain or receive a portion of these amounts.)		
To insurance companies	S	
To public officials	s	12.00
	\$	
	\$	
(less) Prepaid Finance Charge(s)	s	100.00
Amount Financed	s	70.012.00
Security Agreement		
Security. To secure the obligations of the	is Loan Agreement, I give	

Security. To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below: 2003 977 CATERPILLAR LOADER SERIAL # 11K3797

All Debts. The Proper	ty will also serve as collateral for
all present and future debi	iş.

Other Security. This Loan Agreement is secured by

Additional Terms of the Promissory Note

Definitions. As used in this Loan Agreement, Mindicates terms that apply to this Loan Agreement. Loan Agreement refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. Security Agreement refers to the security agreement contained within this Loan Agreement. Security Orbits refers to all some advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been thecked). The pronouns I, me and my refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entiry (including guarantors, endorserts, and sureties) who agrees to pay this Loan Agreement. You and your refer to the Lender and its successors and assigns. Payments. Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record.

Interest. Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. If Variable Rare is checked, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this Loan Agreement will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this Loan Agreement will never exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law. Changes in the interest rate.

Post-Maturity Interest, Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates:

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is carrier.
- . On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).

Prepayment. I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

Commissions. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

Wastanties and Representations. I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing one or my property, or to which I am a party.

I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

Default. Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

Remedies. Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by Jaw), keep or dispuse of the Property as provided by Jaw; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by Jaw, and following any required notice of deficiency, hold me hable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Real Estate or Residence Security. If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a default and your termedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not probiblized by law and not contrary to the terms of the separate security instrument, by this Loan Agreement.

Waivers. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surery, accommodation maker, or any other coorginer. You may release, substitute, or impair any Property securing this Loan Agreement.

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or proceeding of your rights and remedies under this Loan Agreement. Expenses include (unless prohibited by law) reasonable automeys' fees, count costs and other legal expenses. These expenses are due and payable immediately. If not paid funnediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptey Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptey Code.

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 8 of 26

Online otherwise required by law, any notice with or given by delivering n or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your tien status on any Property.

Additional Terms of the Security Agreement

Generally. Property means any collateral described in this Loan Agreement in which I have as interest, now or in the huture, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, replacements, improvements, and accessions to the Property; any original evidence of title or ownership, and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is surrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of excission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security inserest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

Purchase Money Security Interest. If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds discetly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied for the purchase money loan. Payments on the purchase money loan with be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

Waivers. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

Assumptions. Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

Perfection of Security Interest. I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

Duties Toward Property. I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your sights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

Insurance. I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payer on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owned on the Secured Debts. If the insurance proceeds do not cover the amounts I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

l ano requi:	maintai
interest. I	to maintain the required formrance, or fail to provide you
with eviden.	insurance, I understand and agree to the following.
	is are not required to) place insurance on the Property to interest, which will not cover my equity in the Property.
· The insuran	ce you provide may be written by a company other
than one f v	rould choose and may be written at a higher rate than
	in if I purchased the insurance.
· I will pay fo	r the costs of any Property insurance you provide.

Authority to Perform. I authorize you to do anything you doem, reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property will be satisfied if you exercise reasonable care in the safekeeping of

Third Party	Agreement
	es of the provisions within this enclosure, I, me or my means the below and you means the Lender identified in this Loan Agreement.
Security Agree am in to way Borrower defa Borrower's de from this Thir new credit to times and for	eyou a security interest in the Property that is described in the canent section. I agree to the terms of this Loan Agreement, but I personally liable for payment of the debt. This means that if the tults, my interest in the secured Property may be used to satisfy the bt. I agree that you may, without releasing me or the Property d Party Agreement and without notice or demand upon me, extend any Borrower, renew or change this Loan Agreement one or more may term, or fall to perfect your security interest in, impair, or curity (including guaranties) for the obligations of any Borrower.
I have ecceive	of a completed copy of this Loan Agreement.
Y	

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable.

Insurance

Credit Insurance. Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional permittin. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life	Premium	\$
Single I loint X None	Term	
Credit Disability	Premium	s
Single Joint None	Term	
	Premiusa	\$
Single Joint None	Tem	
Signature. My signature below m quoted above. If "None" is checke		
x		DOB
X		DOB
x		800
Single Interest Insurance. from anyone I want that is accept from or through you I will pay \$	able to you. If	get the insurance
for	of cover	ige.
Property Insurance. I may anyone I want that is acceptable		
or through you I will pay \$		for
	of annum	

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 9 of 26

Federal Sale of Insurance Disclosure

Product refers to any insurance product or annuity I purchase from you. With regard to any Product I purchase from you, the following apply.

- The Product is not a deposit account or other obligation of any depository inscitution or any affiliate of any depository institution.
- ... The Product is not guaranteed or insured by any depository institution or any affiliate of any depository institution.
 - the Product is not insured by the Federal Deposit insurance Corporation (FDIC).
- The Product, except in the case of Federal Flood Insurance or Federal Crop. Insurance, is not insured by any federal government agency.
- If this box is checked, there is investment risk associated with the Product, including the possible loss of value.

By signing, I acknowledge that I have received a copy of this disclosure on today's date. Unless these disclosures are provided electronically or I have purchased the Product by mail, I also acknowledge that you have provided these disclosures to me orally.

Х	Datc
x	Дже
x	Date .

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Signatures

By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

x Mawna L. Morten SHAWNA MARTIN

Twic BRANCH MANAGER

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 10 of 26

			`
UNITED WASTE SERVICES, INC. AND SUBSIDARIES	COMMODORE BANK-MILLERSE	PORT	
PO BOX 1168	12101 LANCASTER ST		Loan Number (02-16037-01
HEBRON, OH 43025	P O BOX 188		Date 173-15-2005
	MILLERSPORT, OH 43046		Maturity Date 04-01-2020 Loan Amount \$ 385-112-00
			Renewal Of
RROWER'S NAME AND ADDRESS		E AND ADDRESS	
'i' includes each borrower above, jointly and severally.		its successors and assigns.	
or value received, I promise to pay to you, or your	order, at your address listed		
UNDRED TWELVE AND NOVIDO Single Advance: I will receive all of this principal	1 00 16 2005		ollars \$ 385,112,00
If Single Advance: I will receive as of this principal Multiple Advance: The principal sum shown about the principal sum shown			
		d future principal advances	
Conditions: The conditions for future advance			,
			This furthers is subject to
Open End Credit: You and I agree that I r	may borrow up to the maxi	imum amount of prencipal n	fore than one time. This realtire is subject to
all other conditions and expires on Closed End Credit: You and I agree that I	may borrow on to the maxi	imum only one time land su	biect to all other conditions).
VTEREST: I agree to pay interest on the outstanding	g principal balance from (f	3-15-2005	at the rate of 5500% per year
until 04-61-2005			
Variable Rate: This rate may then change as sta	ited below.		
M Index Rate: The future rate will be EGUAL T	[<u>0</u> th	e following index rate: [HF f	ASE RATE ON CORPORATE LOANS POSTED BY AT
LEAST 75% OF THE NATION'S 30 LARGEST BANKS KN	IOWN AS THE WALL STREET JOI	URNAL PRIME RATE. THE RESUL	TOF THIS CALCULATION WILL BE ROUNDED TO THE
NEAREST 0.125 No Index: The future rate will not be subject.		and in day, to will be antirely i	in your control
No Index: The future rate will not be subk Frequency and Timing: The rate on this or			
A change in the interest rate will take e			
[X] Limitations: During the term of this toon.	the applicable annual inter-	est rate will not be more th	an11500% or less than
			180% each MONTH .
Effect of Variable Rate: A change in the intere-	_		
The amount of each scheduled payment v	will change.	The amount of the final p	payment will change.
.CCRUAL METHOD: Interest will be calculated on a	a ACTHALIGES	b:	asis.
OST MATURITY RATE: I agree to pay interest on t	the unpaid balance of this r	note owing after maturity, a	nd until paid in full, as stated below:
on the same fixed or variable rate basis in			·
The at a rate equal to 18.00 PERCENT PER ANNI	NA		
CHARGE: If a payment is made more than	a 10 days after	er it is due, I agree to pay a	late charge of 5000% OF INFLATE AMOUNT
ADDITIONAL CHARGES: In addition to interest,		the Mark	Clare pay included in the principal amount
above: \$100.00 APPLICATION FEE, \$12.00 UCC FILE		ig charges which the are	E are not included at the principal dinodin
AYMENTS: I agree to pay this note as follows:	ABILL.		
Y DEMAND, BUT IF NO DEMAND IS MADE THEN 180 MONTH	HLY PAYMENTS OF \$3, 155.58 B	EGINNING 05-01-2005. THIS IS A	A VARIABLE RATE LOAN AND THE PAYMENT AMOUNTS
AY CHANGE.	•		
DDITIONAL TERMS:			
		SIGNATURES: 1 AGREE	TO THE TERMS OF THIS NOTE (INCLUDING
		THOSE ON PAGE 2). I have	re received a copy on today's date.
J SECURITY: This note is separately secured	f by (describe separate	IN THIS NOTICE "YO	U" MEANS THE BORROWER.
locument by type and date):		WARNING BY SE	GNING THIS PAPER YOU GIVE UP
		YOUR RIGHT TO N	OTICE AND COURT TRIAL. IF YOU
		TAKEN AGAINST	IME A COURT JUDGMENT MAY BE YOU WITHOUT YOUR PRIOF
This section is for your internal use. Failure to fat a separate secul presented will not secure this note.)	IN decument does not mean the	KNOWLEDGE AND	THE POWERS OF A COURT CAN BE
and the second control of the second control			FROM YOU REGARDLESS OF ANY HAVE AGAINST THE CREDITOR
RPOSE; The purpose of this loan is PHRCHASE CRI	JSH-H	WHETHER FOR RET	FURNED GOODS, FAULTY GOODS
		FAILURE ON HIS AGREEMENT, OR AN	PART TO COMPLY WITH THE
		MONECIMENT, OR AR	II VIIILA CAUSE.
		VANAGE MINELE MICES MICES MICES	ANIC CHOCKLANICC
gr for Lender		UNITED WASTE SERVICES, INC	4l_\ ·
		Uhawna &	Morten
		SHAWAKI MARTING	•
77000			
E ALLEN			
		GEORGE M. RILEY	
		GRONGE W. HILLY	A CONTRACTOR OF THE CONTRACTOR

DEFINITIONS: As used on page 1, " \boxtimes " mean, ... e terms $h_{\rm max}$ apply to this loan, "i," "me" or "my" means each Borrower who signs this note this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and suceries) who agrees to pay this note (together reterred to as "us"). "You" or "you" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Ohio will govern this note. Any term of this note which is contrary to applicable law will not be tive, unless the law permits you and me to agree to such a variation, provision of this agreement cannot be enforced according to its this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will list reduce the amount I owe you for charges which are neither interest nor principal. It remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

contrary).

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advance at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here feither before or after maturity! If any notice of interest accrual is sent and is in error, we muturally agree to correct it, and if you actually collect more interest than allowed by taw and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

has thee. You will be the same rate you charge on any other toans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page I of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" Ishown on page II applies, the term "maturity" means the date of the last scheduled payment indicated on page I of this note or the date out accelerate payment on the note, whichever is earlier.

E ADVANCE LOANS: If this is a single advance loan, you and I that you will make only one advance of principal. However, you add other amounts to the principal if you make any payments occitibed in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, then repaying a part of the principal will not entitle me to additional credit.

expect that you will make more than one advance of principal. If this is closed end credit, then repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay Isuch as property insurance premiums], then you may treat those payments made by you as advances and addithem to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this, note against any right I have to receive money from you.

Flight to receive money from you" means:

[1] any deposit account balance I have with you;
[12] any money owed to me on an item presented to you or in your possession for collection or exchange; and
[13] any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off will apply to any account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims assising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESI

CE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" manageable herein "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur:

Remedies' paragraphs herein.

DEFAUET: I will be in default if any one or more of the following occus: (1) I fail to make a payment on time or in the amount duc; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become duc!; (6) I make any written statement or provide any linancial information that is unitue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a maoner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fait to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an apricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G. Exhibit M. REMEDIES: If I am in default on this note you have, but are not limited to, het following remedies:

(1) You may demand immediate payment of all I owe you under this note formicinal accurace and other charges?

(1) You may demand immediate payment of all I owe you under this

note (principal, accrued unpaid interest and other charges).

[2] You may set off this debt against any right I have to the payment of money from you, subject to the terms of the Set-Off

paragraph herein.
You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any

other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not wrive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replexing or any other or similar type of cost if I am in default.

COLLECTION COSTS AND ATTUMNET'S NEED: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default, in addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs lexcept where prohibited by lawl. To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising interfetion under the Rankruptcy Code. jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not

(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest); or
(3) give notice that amounts due have not been paid (notice of

I wroive any defenses I have based on surctyship or impairment of

OBLIGATIONS INDEPENDENT: I understand that I must pay this note OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it by, for example, signing this form or a separate guarantee or endoisement!. You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full;) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTINCE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

CONFESSION OF JUDGMENT: In addition to your remedies listed herein, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with costs of suit.

DATE OF TRANSACTION	PRINCIPAL AOVANCE	BORROWER'S INTIALS Instruguired)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST BATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	5		\$	ş	76	\$	
	5		\$	\$	%	\$	1
	5		\$	\$	%	s	1
	\$		\$	\$	%	5	1
	\$		\$	\$	%	\$	
1	\$		\$	\$	7%	\$	1
	\$		\$	\$	%	\$	
	S		\$	\$	%	\$	1
	\$		\$	\$	%	s	
	S		\$	5	%	\$	
	\$		\$	\$	%	\$	1

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 12 of 26

DEBTOR NAME AND APTESS	SECURET ARTY NAME AND ADD
UNITED WASTE SERVICES, INC. AND SUBSIDARIES	COMMODORE BANK-MILLERSTORT
PO BOX 1168	12 101 LANCASTER ST
HEBRON, OH 43025	P 0 80X 188
	MULERSPORT, OH 43046
pe: [] individual [] partnership [] corporation []	
fi checked, refer to addendum for additional Debtors and signature	ra.
	SECURITY AGREEMENT
e date of this Commercial Security Agreement (Agreement) is <u>(0)</u> CURED DEBTS. This Agreement will secure all sums advance	15:2005 ed by Secured Parry under the terms of this Agreement and the payment and
performance of the following described Secured Debts that (check	k ane) 17 Debtor 🗆(Borrower) owes to Secured Party
Specific Debts. The following debts and all extensions, rene	
debt is unrelated to or of a different type than the current decurrent Property INTEREST. To secure the payment and performance of Property described in this Agreement that Debtor owns or has supporting information products of improvements, and accessions to the Property; any original experiormance of the Property. "Proceeds" includes anything acquiring any rights and claims arising from the Property; and any collectic until terminated in writing, even if the Secured Debts are paid any rights and claims arising from the Property; and any collectic until terminated in writing, even if the Secured Debts are paid any complete to the Property of Secured Debts are paid any complete to payment and Other Rights to Payment: All rights to payme for property or services sold, leased, rented, licensed, or a may have by law or agreement against any account debtor or materials, work in process, or materials used or consumed in Equipment: All equipment including, but not limited to, may and equipment, shop equipment, office and record keeping at or schedule Debtor gives to Secured Party, but such a list instruments and Chattel Paper: All instruments, including that evidence the right to payment of a monetary obligation, in trademarks, trade secrets, goodwill, trade names, customer supporting information provided in connection with a transaction Documents: All documents of title including, but not limited for Farm Products and Supplies: All farm products including produce, products, and replacements; all crops, annual or peother supplies used or produced in Debtor's farming operation. Government Payments and Programs: All payments, accepting, deficiency payments, letters of envilement, warehou production flexibility contracts, and conservation reserve payr. Interestment Property: All investment property including, entitlements, securities accounts, commodity contracts, commodity c	nent, whether or not earned by performance, including, but not limited to, payment assigned. This includes any rights and interests (including all tiens) which Debtor obligor of Debtor. which has been or will be supplied under contracts of service, or which are rain Debtor's business. achievery, vehicles, furniture, fixtures, manufacturing equipment, farm machiner equipment, parts, and tools. The Property includes any equipment described in it is not necessary to create a valid security interest in all of Debtor's equipment, go negotiable instruments and promissory notes and any other writings or record and tangible and electronic chattel paper. The not limited to, tax refunds, patents and applications for patents, copyrights or tists, permits and franchises, payment intangibles, computer programs and a action relating to computer programs, and the right to use Debtor's name. It to, bills of lading, dock warrants and receipts, and warehouse receipts. By, but not limited to, all poultry and livestock and their young, along with the creanial, and all products of the crops; and all feed, seed, fertilizer, medicines, and constituted to payments, general intangibles, and benefits including, but not limited to payments use receipts, storage payments, emergency assistance and diversion payment ments under any preexisting, current, or future federal or state government program, but not limited to, certificated securities, uncertificated securities, securities modity accounts, and financial assets.
	muted to, demand, time, savings, passbook, and similar accounts. is not limited by, the following (if required, provide real estate description):
JUMBO EAGLE 1200 CRUSHEÁ SERIAL & 10821	_
E OF PROPERTY. The Property will be used for [] personal fi	business 🛘 agricultural 🗘 purpose
GNATURES. Debtor agrees to the terms on pages 1 and 2 of this DEBTOR	s Agreement and acknowledges receipt of a copy of this Agreement. SECHRED PARTY
STE SERVICES, INC. AND SUBSIDARIES	COMMODORE BANK-MALERIPORT
1shama L Martin	
SHAWNA L BEARTIN	JOE ALLEN
GEORGE M. RILEY	

GENERAL PROVISIONS. Each Debtor's "bligation ler this Agreement are independent of the obligation Debtor. f any Secured Party may sue each Debtor individually or together with any Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, when the successors are singular and the singular includes the plural. Time

the essence.

LiCABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is menforceable by law, the unenforceable provision will be severed and the remaining provisions will still be

provision win or severe and the remaining provisions was sun or enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is nor an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of address is the location of Debtor's cance executive offices or sole place of business. If Debtor is an emity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or

registration
WARRANTIES AND REPRESENTATIONS. Debtor has the right, warkary the AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a perty. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;

which Debtor does pusiness;

(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;

(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last to the content of the proviously disclosed to the proviously disclosed to the previously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not content of the proviously disclosed to Secured Party, Debtor has not been disclosed to Secured Party.

10 years and has not used any other trade or fictitious name; and Debtor does not and will not use any other name without Secured

Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise.

would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the property in Indicated on page 1 of this Agreement. Debtor will keep the property in John for purposes specified by in good repair and use the Property in violation of any law and war pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access. Debtor will not setil, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property without Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chantel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chantel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any account without Secured Party's interest on the accounts by assignment, or make any account without Secured Party's interest on the accounts by assignment, or make any accounts without Secured Party's interest on the accounts without Secured Party's interest on the accounts by assignment, or make

If the Property includes accounts, Debtor will not settle any account for less than the full valve, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingte the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party's request. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests. Party requests

If the Property includes farm products. Debtor will provide Secured Party with a list of the buyers, commission merchanus, and selling agents to or through whom Debtor may sell the farm, products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and barvest crops in due season. Debtor will be in defaolt if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If Party produces the Property into Secured Party (delivers the Property into 1 ession or control of Secured Party (delivers the Property into 1 ession or control of Secured Party or a designated third party), will, upon receipt, deliver any proceeds and products of the Property in the property of the Property Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property. PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will If the Property includes farm products. Debtor will provide Secured Party

PERFECTION OF SECURITY INTEREST. Dentor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession of control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE Debtor —ees to keep the Prop stured against the risks reasonably associa — with the Property until —roperty is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance polocy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permissing any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor porchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do

anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, remission to make for the performance. to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property. Secured Party will preserve and protect the Property to the extent remitted by law. Secured

It secured Party comes unto possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make navment or otherwise render performance to Debtor.

rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any mon-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula. application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due:
- Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
 a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

 REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party

- may at Secured Party's option do any one or more of the following:

 (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;

 (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;

(2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
(3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
(4) use any remedy allowed by state or federal law, or previded in any agreement evidencing or pertaining to the Secured Debts.
If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party in may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable altorneys' fees and legal expenses to the extent not probabiled by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.
By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 14 of 26

	·	<u>A</u>	GREET TO	PROVIDE INSURAN	CE
date an	D PARTIES. The da	re of this Agreement to Pro	ovide Insurance (Agree	ment) is 01-27-2005	. The parties and their addresses are:
OWNER	PO BOX 1168 Hebron, OH 4300	ERVICES, INC. AND SUBSIDAI 25	RIES	SECURED PARTY;	COMMODORE BANK MILLERSPORT 12101 LANCASTER ST P G BOX 188 MILLERSPORT, OH 43046
The prom	ouns "you" and "you	ur reter to the Secured Pa	ty. The pronouns "I,"	"me" and "my" refer to eac	the person or entity signing this Agreement as Owner.
		ACT DESCRIPTION (Loan)	•	·	:
A. D. B. Lo C. Lo	ste: an Number: an Amount:	01-77-2005 02-12943-01 92-612,00			
2. AGREE A. Iv B. Iv	will insure the Prope vill have you named	INSURANCE. As part of m rty as listed and with the c on the policy, with the sta	overages shown in th itus listed under the S	e COVÉRAGES section.	tion to any requirements specified in the Loan documents). Itas been noted,
D, Ev	vill pay for this insu- uill keep the insura	rance, including any fee for nce in effect until the Pro	r this endorsoment, perty is no fonger su	•	est. Il understand that the Property may secure debts in
		ne LOAN DESCRIPTION sec FY. The Property subject to		scribed as follows.	
	ON 400 POWER SCR # 6904231	EEN			
D 11	checked, all coverag	ges will be for the full repla	coment value of the f		erage, and maximum deductible aflowed.
les	owner's Coverage, surable Value; sobile Coverages.	☐ H.O. ☐ Othe	Deductible:	☐ Comprehensive (Cliability Clother
Ins Psoper	urable Value; ty Coverage.	() Fixe () The		Minim	um limits:
STATU	_	be listed on the insurance Certificate Holder	Deductible policy as follows. Additional Insure	d [] Mortgagee	DE Other LERNHOLDER AND OR LOSS PAYEE
	nia Real Property: H DNAL TERMS.	lazard inswance exceeding	the replacement valu	e of the improvements on t	the property is not required as a condition of this loan.
	NCE COMPANY. Th		g the Property and the		g the policy are as lollows. To
8. lins	urance Company N	ome, Address, and Phone f			
3, INSURA	NCE AGENCY AND	AGENT, The insurance ag	ency through which I	have purchased, or intend	to purchase, the required insurance is as follows.
-	ent Name;	, and Phone Number:		•	
SIGNAY		MOST ATTROUTED ONA 12	TO INCHIDANCE AC	SHY AND COMPONIV D.	signing below, I agree to the terms contained in this
Agreemer you on the signing th	it and acknowledge ie policy with the ir is form and forward	receipt of a copy of this	Agreement, I request rest the insurance co-	the listed insurance compa	againg decow. I agree to the terms combaned in kinn, and agreed to the indicated coverage and his term to immediately confirm that the policy is in effect by
X UC	nited Wo	ste Servi	ces. Inc	And bsidanies	1/27/05
x	monte	. T. Martin			Date
		PARTY AND REQUEST FO		pon receipt of this Agreer	ment, the insurance company or agency named above is
PVXX_PA	THICIA A. NOTEMA	N, BRANCH MANAGER	olman	·	Date
orGNATU agreed to	RE FOR INSURANC	E COMPANY AND CONF	IRMATION, By signing e notified not less tha	g below, Insurance Comp un 10 days before cancellar	vany confirms the existence of the insurance coverages tion,
insurance By X_	Сотрапу				
					Date

Case 2:13-ap-02094 Doc 1-1 Filed 03/13/13 Entered 03/13/13 16:19:17 Desc Exhibit 1 and 2 Page 15 of 26

	GR	REEMENT TO PROVIDE INSURANCE	<u> </u>
ATE AND PARTIES. The d	ate of this Agreement to Provide	e lasuranc (Agreement) is C3-15-2005	. The parties and thee addresses are:
OWNER: UNITED WASTES PO BOX 1168 HEBRON, OH 430	SERVICES, INC. AND SUBSIDARIES		COMMODORE BANK-MILLERSPORT 12 HO1 LANCASTER ST P O BOX 188 MILLERSPORT, OH 43046
ne pronouns "you" and "yo	ни [—] refer to the Secured Party_	The pronouns "I," "me" and "my" refer to each	A person or entity signing this Agreement as Owner.
,	RACT DESCRIPTION (Loan).		
A. Date: B. Loan Number: C. Loan Amount:	03-15-2005 02-16032-CL 385,000.00		
•	E INSURANCE. As part of my Lo		ion to any requirements specified in the Loan documents)
		rages shown in the COVERAGES section. listed under the STATUS section.	
		ou that the policy is in effect and your status h	has been noted.
	urance, including any fee for this		est. If understand that the Property may secure debts in
	ance in ettect until the Propert the LOAN DESCRIPTION section		EST. & Understand they the troperty
DESCRIPTION OF PROPER	:TY. The Property subject to this	s Agreement is described as follows.	
JUMBO EAGLE 1200 CRUS	HER		
SERIAL # 10821			
	•	the following described risks, amount of cover	erage, and maximum deductible allowed.
	ages will be for the full replacen		
Homeowner's Coverage. Insurable Value:		Describel	
Automobile Coverages.	[] Five Thett		Liability Other
Insurable Value:	De	ductible: Minimu	um fimits:
Property Coverage.	C) fire C) Theft	- ···•	🗌 Liability 🔲 Other
Insurable Value;		ductible:	
	The fisted on the insurance poli		ON Other LEINHOLDER AND OR LOSS PAYEE
		Additional Insured Mortgagee	
Momis Real Property:	Hazard insurance excueums	e replacement value or the emprovements	the property is not required as a condition of this loan.
ADDITION			
		ne Property and the insurance company issuing	
A. Policy Number: B. Insurance Company I	Name, Address, and Phone Nusr	Effective from	10
B. Missirence	49me, rouses,	• · · · · · · · · · · · · · · · · · · ·	
·		and or intend	the second increases is as follows
INSURANCE AGENCY AN	D AGENT. The insurance agenc	y through which I have purchased, or arrests	to purchase, the required insurance is as fallows
B. Agency Name, Addre	es, and Phone Number:		
e. ny,	33, wife		
SIGNATURES.			
MINATURES FOR OWNER	ASI AND AUTHORIZATION TO	O BISURANCE AGENT AND COMPANY. BY	signing below, I agree to the terms contained in the
igreement and acknowled	ge receipt of a copy of this Agr indicated status. I also reques	reement. I request the listed insurance compa t the insurance company or its authorized ag	any and agency to provide the indicated coverage and I gent to immediately confirm that the policy is in effect
igning this form and forwa	arding a copy of the policy to yo	ou.	,
M	S, INC. AND SUBSIDARIES		
() Showing	Marin		Date
SHAWNA L MARTIN	<u>}</u>		
GEORGE M. RILEY			Date .
	PARTÝ AND REQUEST FOR	CONFIRMATION. Upon receipt of this Agree	ment, the insutance company or agency named above
	olicy governages shown above.	•	
ву х			
JOE ALLEN			Date
	COMPANY AND CONFID	Provide Burning Salar Internation Com-	pany confirms the existence of the insurance coverag
		MATKIK, by signing below, insurance Comp politica not less than 10 days below concella	
nsurance Company			
Вү Х			
- 1 - 1			Date

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is being executed on this _____ day of December, 2006, by Commodore Bank ("Commodore Bank") on the one hand, and United Waste Services, Inc. ("United Waste"), George Michael Riley ("Mike Riley"), Palm Beach Property Associates, LLC ("Palm Beach"), Anthony F. Riley ("Anthony Riley"), American Aggregates Corp., U.S.A. ("American Aggregates"), Ireland Equipment Co., Corp. USA ("Ireland Equipment"), Fitzgerald Sanitation, Jiffy-Jon Portable Toilets ("Jiffy-Jon"), Continental Industries, Inc. ("Continental Industries"), R&F Company of Lansing ("R&F"), and Eagle Industries of Columbus ("Eagle Industries," collectively "Defendants"), on the other, under the following circumstances:

WHEREAS, United Waste executed and delivered to Commodore Bank a promissory note with a principle amount of \$92,612.00 on January 27, 2005 (the "First Note"), a promissory note with the principle amount of \$70,112.00 on February 23, 2005 (the "Second Note"), a promissory note with the principle amount of \$385,112.00 on March 15, 2005 (the "Third Note," collectively the "Loans");

WHEREAS, Commodore Bank commenced litigation against United Waste, Palm Beach, Mike Riley, and Anthony Riley relative to the notes on May 2, 2005 in the Licking County Court of Common Pleas, which is styled Commodore Bank v. United Waste Services, Inc., et al., Case No. 05CV0562TMM (the "Litigation");

WHEREAS, United Waste and Mike Riley asserted Counterclaims against Commodore Bank;

WHEREAS, Commodore Bank filed a Motion with the Court for Leave to Amend its Complaint on March 9, 2006, which was granted by the Court on June 7, 2006, and

Commodore Bank accordingly filed its First Amended Complaint on June 16, 2006, asserting additional claims against United Waste, Palni Beach, Mike Riiey, and Anthony Riley, and adding as defendants American Aggregates, Ireland Equipment, Fitzgerald Sanitation, Jiffy-Jon, Continental Industries, R&F, Eagle Industries, and Sweet-P Relief Stations;

WHEREAS Defendants deny and continue to deny any and all claims asserted against them in the Litigation and Commodore Bank denies and continues to deny any and all counterclaims asserted against it in the Litigation;

WHEREAS, Commodore Bank and the Defendants now desire to reach a complete and final resolution of any and all differences, claims, and allegations that exist or that may exist between them, including, but in no way limited to, the differences, claims, and allegations asserted in the Litigation; and

NOW, THEREFORE, in consideration of the mutual promises and valuable consideration described below, the parties agree as follows:

- 1. Contemporaneous with the execution of this Agreement, Defendants agree to cause Commodore Bank to receive a deed for the real property at 257 Cornell Rd., Hebron, Ohio 43025 (the "Cornell Rd. Property") in substantially the form attached hereto as Exhibit A. Said deed shall grant Commodore Bank ownership of the Cornell Rd. Property free and clear of any liens and encumbrances. Defendants agree to cooperate fully with Commodore Bank in having the deed recorded with the Licking County, Ohio Recorder.
- 2. Contemporaneous with the execution of the Agreement, Defendants shall deliver to Commodore Bank a Promissory Note in substantially the form attached hereto as Exhibit A in the principal amount of \$ 367,000 (the "Settlement Note"). This principal

amount represents the outstanding accrued interest and principal on the Loans, as well as costs and attorneys rees incurred by Commodore Bank in connection with this Litigation, less \$263,000.00, which represents the parties' agreed-upon value of the Cornell Rd. Property transferred to Commodore Bank pursuant to paragraph 1 above.

- 3. Within 7 days of the execution of this Agreement, Defendants shall request that the Licking County Sheriff's Department cause the estimated \$90,000 in cash seized by the Sheriff's Department from Mike Riley (the "Cash") to be transferred to Commodore Bank. Defendants agree to cooperate fully with Commodore Bank, and to undertake all reasonable efforts, to cause the Licking County Sheriff to transfer the Cash to Commodore Bank. If and when transfer of the Cash to Commodore Bank has been completed, Commodore Bank shall credit the amount of the Cash received from the Licking County Sheriff against the outstanding principal balance on the Settlement Note.
- 4. Contemporaneous with the execution of the Settlement Note, Defendants shall transfer to Commodore Bank title to the equipment and vehicles listed on the attached Exhibit B (the "Equipment") free and clear of any liens or encumbrances.
- 5. To the extent Mike Riley or any entity controlled by Mike Riley (a "Riley Entity") desires to use any of the Equipment, Commodore Bank agrees to lease the Equipment to Mike Riley or a Riley Entity pursuant to a lease agreement in substantially the form attached hereto as Exhibit C. All payments made under any lease of the Equipment shall be credited to the monthly payments required under the settlement note and against the principal balance of the Settlement Note. However, the making of any lease payments for less than the total monthly amount due does not excuse Defendants from making the full monthly payments required under the Settlement Note.

- 6. Any Equipment listed on attached Exhibit B shall be insured by, maintained and stored at the expense of Mike Riley or a Riley Entity during the duration of the settlement note at a location that is promptly disclosed to Commodore Bank, and Commodore shall have the right to inspect said Equipment upon 48 hours notice. None of the equipment listed on attached Exhibit B may be operated or utilized by Mike Riley or any other person or entity without first having secured a lease agreement executed by Commodore Bank.
- 7. In the event that Mike Riley or a Riley Entity breaches this Agreement, the Settlement Note, any lease agreement executed pursuant to paragraph 5 above, or any other agreement with Commodore Bank, in addition to any rights it may have under any statute or the common law or any other agreement, Commodore Bank shall have the right to terminate any lease agreement for the Equipment, take possession of and sell the equipment, applying any proceeds to any outstanding balance on the Settlement Note, and reinstitute any and all claims it had asserted or could have asserted in case no. 05CV0562 TMM...
- 8. Within 30 days following final payment and discharge of the Settlement Note,
 Defendants shall have the option to purchase any or all of the Equipment at a price of
 \$1.00 per piece of equipment.
- 9. In exchange for the above-mentioned covenants undertaken by the parties, and as a material inducement to enter into this Agreement, Commodore Bank and Defendants, through their counsel, shall file a Stipulated Entry of Dismissal in substantially the form attached hereto as Exhibit D dismissing, without prejudice, all claims asserted by

Commodore Bank against Defendants and all counterclaims asserted by United Waste and Mike Riley against Commodore Bank in the Litigation.

- Note by Defendants, Commodore Bank and Defendants shall file a Revised Stipulated Entry of Dismissal in substantially the form attached hereto as Exhibit E dismissing, with prejudice, all claims asserted by Commodore Bank against Defendants and all counterclaims asserted by United Waste and Mike Riley against Commodore Bank in the Litigation.
- Dismissal referenced in paragraph 12 above, Defendants shall release, waive, discharge, and covenant not to sue Commodore Bank, as well as its successors, assigns, shareholders, directors, officers, employees (both current and former), insurers, attorneys, and agents from any and all claims, causes of action, damages, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, judgments, executions, claims, and demands which Defendants might have or assert against Commodore Bank of any nature whatsoever, now existing as of the date of this Agreement, known or unknown, absolute or contingent, including, but not limited to, all claims in any way relating to or arising out of the Litigation.
- 12. Beginning on the date of any filing of the Revised Stipulated Entry of Dismissal referenced in paragraph 12 above, Commodore Bank shall release, waive, discharge, and covenant not to sue Defendants, as well as their successors, assigns, shareholders, directors, officers, employees (both current and former), insurers, attorneys, and agents from any and all claims, causes of action, damages, suits, debts, sums of

money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, judgments, executions, claims, and demands which Commodore Bank might have or assert against Defendants of any nature whatsoever, now existing as of the date of this Agreement, known or unknown, absolute or contingent, including, but not limited to all claims in any way relating to or arising out of the Litigation.

- 13. This Agreement shall be binding on the undersigned parties and their respective successors and assigns. Each of the undersigned signatories warrants that he or she has full authority to enter into this Agreement and, by his or her signature, to bind the party on whose behalf he or she has signed, and its or his respective successors and assigns, to the terms of this Agreement.
- 14. Each party shall bear all of the fees, costs, and expenses that they may have incurred, including attorneys' fees, in connection with the Litigation, this Agreement, or the settlement it represents.
- 15. The parties acknowledge and agree that this Agreement and any actions taken or statements made in connection with this Agreement do not constitute, and should not be understood as constituting, an acknowledgement, evidence, or an admission of any fact or liability, whether in the Litigation, under any agreement which exists or may exist by and between the parties and/or any third parties, or under any law or statute or the common law.
- 16. The terms of this Agreement shall be maintained as confidential and shall not be divulged to third parties. The existence of this Agreement, in and of itself, is not confidential, and the parties may relate that any dispute previously existing between them has been settled by negotiation. The parties may disclose the terms of this Agreement as

needed to their professional advisors (including but not limited to banking professionals, attorneys, and accountants). Either party may disclose the terms of this Agreement, to the extent reasonably necessary, if required to do so by a court of competent jurisdiction or by a duly authorized arbitrator of any dispute, if required in order to comply with a subpoena (or similar process) or with a discovery request in litigation (such as a document request, an interrogatory, a request for admission, or a deposition question) provided that the other party is, to the extent possible, promptly notified to thereby allow that party to oppose such process or request, if so desired.

18. Any notice, demand, or written communication required by this Agreement to be sent to Defendants shall be sent by mail to:

Any notice, demand, or written communication required by this Agreement to be sent to the Defendants shall be sent by mail to:

Jeffrey Danford President and CEO Commodore Bank 100 East Main Street P.O. Box 460 Somerset, OH 43783-0460

Either party may change the above addresses by notifying the other as provided above.

19. The parties represent and acknowledge that, in executing this Agreement, they did not rely and have not relied upon any representations or statements made by the other parties to this Agreement or by their agents, representatives, or attorneys with respect to the subject matter, basis, or effect of this Agreement. If the facts with respect to this

Agreement as executed are found to be other than or different from the facts in that regard now believed to be true, the parties expressly agree, accept, and assume the risk of the possible difference in the facts and agree that this Agreement shall be and remain effective notwithstanding such difference.

- 20. The parties acknowledge that they have read this Agreement in its entirety and have thoroughly discussed all aspects of it with their attorneys, who represented them throughout the negotiations regarding this Agreement and that this Agreement with all of its provisions is made freely, voluntarily, and with full knowledge and understanding of its content.
- 21. This Agreement, the interpretation thereof, and any claims arising out of or relating to this Agreement or the subject matter thereof shall be governed by the laws of the State of Ohio.
- 22. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings, whether oral or written, among the parties pertaining to the subject matter hereof. Further, this Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto, or their successors and assigns. If any part of this Agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect.
- 23. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, cause this Settlement Agreement to be duly executed as set forth below.

Commodore Bank
Ву
Its
George Michael Riley Anthony F. Riley
United Waste Services, Inc. By Its Por S
Palm Beach Property Associates, LLC By Collage S Its Managing Member
American Aggregates Corporation, U.S.A.
Ву
Its PAES

Ireland Equipment Co. Corp. U.S.A.

ο.,	902
Ву	
Its	Pa=S
Fitzg	erald Sanitation
Ву	Cold
Its	Res
Jiffy-	Jon Portable Toilets
Ву	
Its	PLES
Cont	inental Industries, Inc.
Ву	
Its	PAES
R&F	Company of Lansing
Ву	ue)
Its	PRES
Eagle	Industries of Columbus
Ву	(ac)
Its	Parc